

1-13-03

01-13-2003

Form PTO-1594

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(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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102335984

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
SL Industries, Inc.

1-13-03

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ Other \_\_\_\_\_Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Execution Date: 1/6/03

2. Name and address of receiving party(ies)

Name: LaSalle Business Credit, LLC

Internal

Address: \_\_\_\_\_

Street Address: 1735 Market Street

City: Phila. State: PA Zip: 19103

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation-State☒ Other Limited Liability CompanyIf assignee is not domiciled in the United States, a domestic  
representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) None

B. Trademark Registration No.(s) 2027815

Additional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence  
concerning document should be mailed:

Name: Carol A. Rader, Paralegal

Internal Address: Wolf, Block, Schorr &amp;

Solis-Cohen, LLP

Street Address: 1650 Arch Street, 22nd Fl.

City: Phila. State: PA Zip: 19103

6. Total number of applications and  
registrations involved: 18

7. Total fee (37 CFR 3.41) \$465.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true  
copy of the original document.

Elizabeth A. Grzywacz

Name of Person Signing

Signature

1/8/03

Date

01/13/2003 DBYRNE 00000203 2027815

Total number of pages including cover sheet, attachments, and document: 1

01 FC:8521  
02 FB:852240.00 DP  
425.00 DPMail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 002647 FRAME: 0330

SL Delaware, Inc.  
SL Delaware Holdings, Inc.  
Condor D.C. Power Supplies, Inc.  
Teal Electronics Corporation  
RFL Electronics, Inc.  
SL Montevideo Technology, Inc.  
SL Surface Technologies, Inc.  
SL Auburn, Inc.  
Waber Power, Ltd.  
Condor Holdings, Inc.  
Cedar Corporation  
SLW Holdings, Inc.

**SCHEDULE A****U.S. TRADEMARK REGISTRATIONS**

Trademark	Ser. No./ Reg. No.	Filing Date/ Reg. Date	Owner
NUCHROME	2027815	December 31, 1996	SL Surface Technologies, Inc.
SL-MTI	2155211	May 5, 1998	SL Montevideo Technology, Inc.
TEAL	1717634	September 22, 1992	Teal Electronics Corporation
VIRTUAL HALL	2025166	December 24, 1996	SL Montevideo Technology, Inc.
MTI and Design	1284084	July 3, 1984	SL Montevideo Technology, Inc.
Clipstrip	1258430	November 22, 1983	SL Waber, Inc.
DESIGN	1199376	June 29, 1982	RFL Electronics, Inc.
RFL and Design	777274	September 22, 1964	RFL Electronics, Inc.
Powerhouse	2576944	June 11, 2002	SL Waber Subsidiary, SL Industries, Inc.
Upstart Network	2142399	March 10, 1998	SL Waber Subsidiary, SL Industries, Inc.
Power Sleep	2042540	March 4, 1997	SL Waber Subsidiary, SL Industries, Inc.
Rhinopower	2109795	October 28, 1997	SL Waber Subsidiary, SL Industries, Inc.
Upstart	2037916	February 11, 1997	SL Waber Subsidiary, SL Industries, Inc.
Electronic Bookmark	2062110	May 13, 1997	SL Waber Subsidiary, SL Industries, Inc.
Linebacker	1551715	August 15, 1989	SL Waber Subsidiary, SL Industries, Inc.
Cordgard	1465305	November 17, 1987	SL Industries, Inc.
Power Master	1328102	April 2, 1985	SL Industries, Inc.
Linegard	1318977	February 12, 1985	SL Industries, Inc.

BLU:129273.9/LAS023-211224

BLU:129273.9/LAS023-211224

## TRADEMARK APPLICATIONS

Trademark Application  
Description

U.S. Application No.

Date Applied

NONE

## FOREIGN TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date	Country	Owner
RFL (In Circle)	No. 8881915	July 14, 1986	Great Britain	RFL Electronics, Inc.
RFL (In Circle)	No. 79262	February 27, 1963	Italy	RFL Electronics, Inc.
RFL (In Circle)	No. 196604	November 14, 1983	Switzerland	RFL Electronics, Inc.
RFL (In Circle)	No. 98551	February 26, 1973	Belgium	RFL Electronics, Inc.

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") is made effective the 6<sup>th</sup> day of January, 2003, by SL INDUSTRIES, INC., a New Jersey corporation, SL DELAWARE, INC., a Delaware corporation, SL DELAWARE HOLDINGS, INC., a Delaware corporation, CONDOR D.C. POWER SUPPLIES, INC., a California corporation, TEAL ELECTRONICS CORPORATION, a California corporation, RFL ELECTRONICS, INC., a Delaware corporation, SL MONTEVIDEO TECHNOLOGY, INC., a Minnesota corporation, SL SURFACE TECHNOLOGIES, INC., a New Jersey corporation, SL AUBURN, INC., a New York corporation, WABER POWER, LTD., a Connecticut corporation, CONDOR HOLDINGS, INC., a Delaware corporation, CEDAR CORPORATION, a Nevada corporation, and SLW HOLDINGS, INC., a New Jersey corporation (collectively, the "Obligors"), in favor of LASALLE BUSINESS CREDIT, LLC, as Agent ("Agent") for STANDARD FEDERAL NATIONAL ASSOCIATION ("Lender"):

### W I T N E S S E T H

WHEREAS, Obligors, Agent, Lender and certain other entities are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Agent and/or Lender to, from time to time, extend credit to or for the account of Obligors and (ii) for the grant by Obligors to Agent, for its benefit and the benefit of Lender, of a security interest in certain of Obligors' assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, Obligors agree as follows:

1. **Incorporation of Financing Agreements.** All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the complete and timely payment and satisfaction of the Liabilities, each Obligor hereby grants to Agent, for its benefit and the benefit of Lender, a continuing security interest in each Obligor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on **Schedule A** attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the

foregoing throughout the world and the goodwill of the Borrowers' business connected with the use of and symbolized by the Trademarks.

3. **Warranties and Representations.** Each Obligor warrants and represents to Agent that:

(a) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(b) such Obligor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to its respective Trademarks, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by such Obligor not to sue third persons, except for Permitted Liens (as defined in the Loan Agreement);

(c) no Obligor has any notice of any suits or actions commenced or threatened with reference to any Trademark; and

(d) such Obligor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. **Restrictions on Future Agreements.** Obligors agree that until Borrowers' Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, no Obligor shall, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. **New Trademarks.** Obligors represent and warrant that, based on a diligent investigation by Obligors, the Trademarks listed on **Schedule A** constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Obligors. If, before Borrowers' Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, any Obligor shall (a) become aware of any existing Trademarks of which Obligors have not previously informed Agent, or (b) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Obligors shall give to Agent prompt written notice thereof. Obligors hereby authorize Agent to modify this Security Agreement by amending **Schedule A** to include any such Trademarks.

6. **Royalties, Term.** The term of this Security Agreement shall extend until the payment in full of Borrowers' Liabilities and the termination of the Financing Agreements. Obligors agree that after the occurrence and during the continuation of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Obligors.

7. **Product Quality.** Obligors agree to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. After the occurrence and during the continuation of an Event of Default, Obligors agree that Agent, or a conservator appointed by Agent, shall have the right to establish such additional

product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Obligors under the Trademarks.

8. **Release of Security Agreement.** This Security Agreement is made for collateral purposes only. Upon payment in full of Borrowers' Liabilities and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. **Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Obligors. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent and/or Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Obligors and until paid shall constitute Liabilities.

10. **Duties of Borrowers.** Obligors shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrowers' Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remains enforceable, as commercially reasonable. Any expenses incurred in connection with Borrowers' Liabilities under this **Section 10** shall be borne by Obligors.

11. **Agent's Right to Sue.** After the occurrence and during the continuation of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Obligors shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Obligors shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent or Lender in the exercise of Agent's rights under this **Section 11**.

12. **Waivers.** No course of dealing between Obligors and Agent and/or Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 5** hereof or by a writing signed by the parties hereto.

15. **Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Obligors hereby authorize Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Obligors' true and lawful attorney-in-fact, with power to (a) endorse each Obligor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (b) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent and/or Lender, or (c) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Obligors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrowers' Liabilities shall have been paid in full and the Financing Agreements have been terminated. Obligors acknowledge and agree that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent and Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Pennsylvania.

16. **Binding Effect; Benefits.** This Security Agreement shall be binding upon Obligors and their respective successors and assigns, and shall inure to the benefit of Agent, Lender, and their successors, nominees and assigns.

17. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and applicable federal law.

18. **Headings.** Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. **Further Assurances.** Obligors agree to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. **Survival of Representations.** All representations and warranties of Obligors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

**IN WITNESS WHEREOF,** intending to be legally bound hereby, Obligors have duly executed this Security Agreement as of the date first written above.

SL INDUSTRIES, INC.

By: \_\_\_\_\_

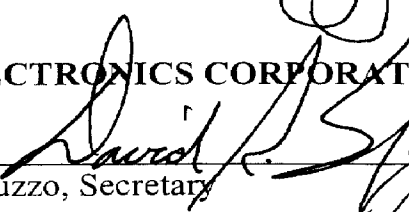
David Nuzzo, Vice President

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

**CONDOR D.C. POWER SUPPLIES, INC.**

By:   
David Nuzzo, Secretary

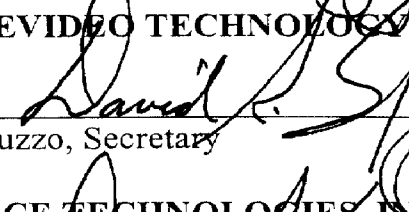
**TEAL ELECTRONICS CORPORATION**

By:   
David Nuzzo, Secretary

**RFL ELECTRONICS, INC.**

By:   
David Nuzzo, Secretary

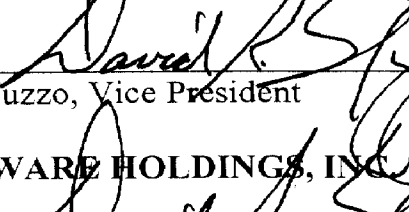
**SL MONTEVIDEO TECHNOLOGY, INC.**

By:   
David Nuzzo, Secretary

**SL SURFACE TECHNOLOGIES, INC.**

By:   
David Nuzzo, Secretary

**SL DELAWARE, INC.**

By:   
David Nuzzo, Vice President

**SL DELAWARE HOLDINGS, INC.**

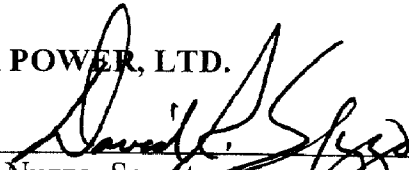
By:   
David Nuzzo, Vice President

**SL AUBURN, INC.**

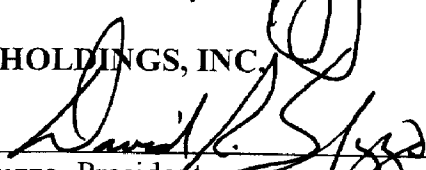
By:   
David Nuzzo, Secretary

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

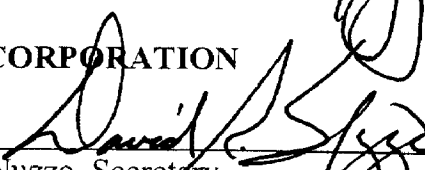
**WABER POWER, LTD.**

By:   
David Nuzzo, Secretary

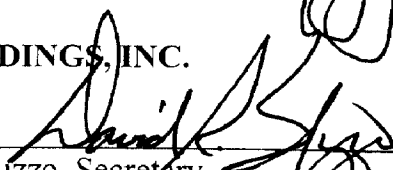
**CONDOR HOLDINGS, INC.**

By:   
David Nuzzo, President

**CEDAR CORPORATION**

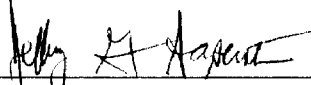
By:   
David Nuzzo, Secretary

**SLW HOLDINGS, INC.**

By:   
David Nuzzo, Secretary

Agreed and Accepted  
As of the Date First Written Above


**LASALLE BUSINESS CREDIT, LLC,  
as Agent**

By:   
Jeffrey G. Saperstein, Vice President

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
:  
COUNTY OF PHILADELPHIA :


On this 3<sup>rd</sup> day of January, 2003, before me, a Notary Public, personally appeared **David Nuzzo** who acknowledged himself to be the Vice President of **SL INDUSTRIES, INC.**, and that he as such Vice President, being duly authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained by signing his name as such Vice President on behalf of the Company.

  
Notary Public  
My Commission Expires:

NOTARIAL SEAL  
WILLIAM J. TAYLOR, JR., Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires October 10, 2005

COMMONWEALTH OF PENNSYLVANIA :  
:  
COUNTY OF PHILADELPHIA :

On this 3<sup>rd</sup> day of January, 2003, before me, a Notary Public, personally appeared **David Nuzzo** who acknowledged himself to be the Secretary of **CONDOR D.C. POWER SUPPLIES, INC.**, and that he as such Secretary, being duly authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained by signing his name as such Secretary on behalf of the Company.

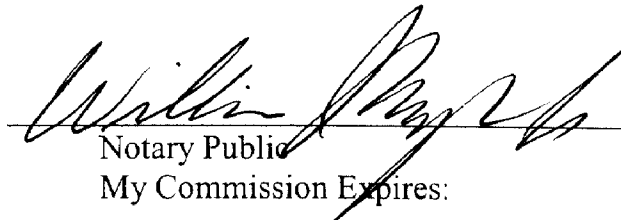
  
Notary Public  
My Commission Expires:

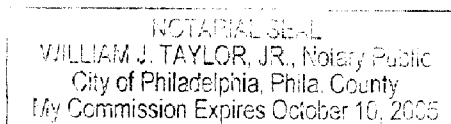
NOTARIAL SEAL  
WILLIAM J. TAYLOR, JR., Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires October 10, 2005

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA :

On this 3rd day of January, 2003, before me, a Notary Public, personally appeared **David Nuzzo** who acknowledged himself to be the Secretary of **TEAL ELECTRONICS CORPORATION**, and that he as such Secretary, being duly authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained by signing his name as such Secretary on behalf of the Company.

  
Notary Public  
My Commission Expires:

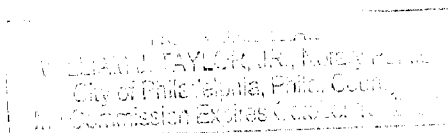


COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA :

On this 3rd day of January, 2003, before me, a Notary Public, personally appeared **David Nuzzo** who acknowledged himself to be the Secretary of **RFL ELECTRONICS, INC.**, and that he as such Secretary, being duly authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained by signing his name as such Secretary on behalf of the Company.

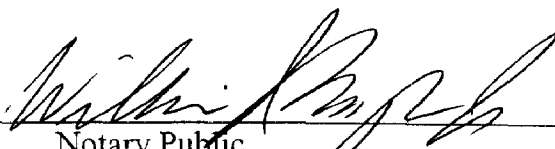
  
Notary Public  
My Commission Expires:



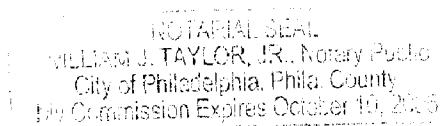
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA :

On this 3RD day of January, 2003, before me, a Notary Public, personally appeared **David Nuzzo** who acknowledged himself to be the Secretary of **SL MONTEVIDEO TECHNOLOGY, INC.**, and that he as such Secretary, being duly authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained by signing his name as such Secretary on behalf of the Company.

  
Notary Public


My Commission Expires:



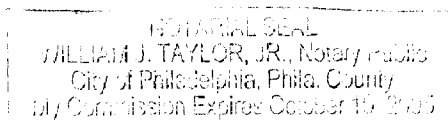
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA :

On this 3RD day of January, 2003, before me, a Notary Public, personally appeared **David Nuzzo** who acknowledged himself to be the Secretary of **SL SURFACE TECHNOLOGIES, INC.**, and that he as such Secretary, being duly authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained by signing his name as such Secretary on behalf of the Company.

  
Notary Public


My Commission Expires:

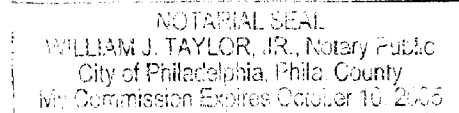


COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA :

On this 3RD day of January, 2003, before me, a Notary Public, personally appeared **David Nuzzo** who acknowledged himself to be the Vice President of **SL DELAWARE, INC.**, and that he as such Vice President, being duly authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained by signing his name as such Vice President on behalf of the Company.

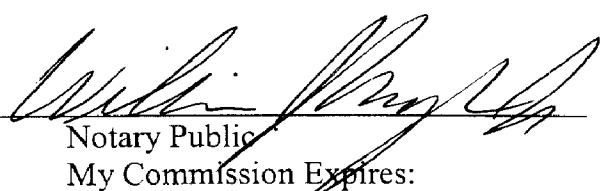
  
Notary Public  
My Commission Expires:

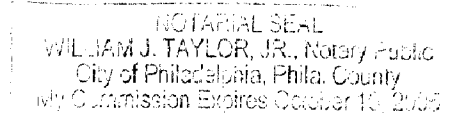


COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA :

On this 3RD day of January, 2003, before me, a Notary Public, personally appeared **David Nuzzo** who acknowledged himself to be the Vice President of **SL DELAWARE HOLDINGS, INC.**, and that he as such Vice President, being duly authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained by signing his name as such Vice President on behalf of the Company.

  
Notary Public  
My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA :

On this 3<sup>rd</sup> day of January, 2003, before me, a Notary Public, personally appeared **David Nuzzo** who acknowledged himself to be the Secretary of **SL AUBURN, INC.**, and that he as such Secretary, being duly authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained by signing his name as such Secretary on behalf of the Company.

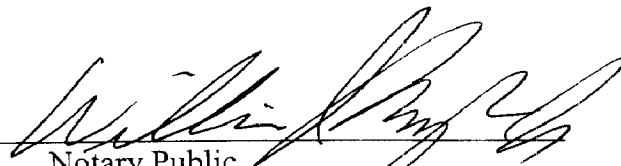
  
Notary Public  
My Commission Expires:

NOTARY SEAL  
WILLIAM J. TAYLOR, JR., Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires October 10, 2004

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA :

On this 3<sup>rd</sup> day of January, 2003, before me, a Notary Public, personally appeared **David Nuzzo** who acknowledged himself to be the Secretary of **WABER POWER, LTC.**, and that he as such Secretary, being duly authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained by signing his name as such Secretary on behalf of the Company.

  
Notary Public  
My Commission Expires:

NOTARY SEAL  
WILLIAM J. TAYLOR, JR., Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires October 10, 2004

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA :

On this 3<sup>RD</sup> day of January, 2003, before me, a Notary Public, personally appeared **David Nuzzo** who acknowledged himself to be the President of **CONDOR HOLDINGS, INC.**, and that he as such President, being duly authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained by signing his name as such President on behalf of the Company.

  
Notary Public  
My Commission Expires:

WILLIAM J. TAYLOR, JR., Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires October 10, 2007

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA :

On this 3<sup>RD</sup> day of January, 2003, before me, a Notary Public, personally appeared **David Nuzzo** who acknowledged himself to be the Secretary of **CEDAR CORPORATION**, and that he as such Secretary, being duly authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained by signing his name as such Secretary on behalf of the Company.

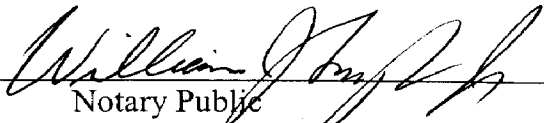
  
Notary Public  
My Commission Expires:

WILLIAM J. TAYLOR, JR., Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires October 10, 2007

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA :

On this 30 day of January, 2003, before me, a Notary Public, personally appeared **David Nuzzo** who acknowledged himself to be the Secretary of **SLW HOLDINGS, INC.**, and that he as such Secretary, being duly authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained by signing his name as such Secretary on behalf of the Company.


  
Notary Public  
My Commission Expires:

NOTARY PUBLIC  
WILLIAM J. TAYLOR, JR., Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires October 12, 2005

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA :

On this 30 day of January, 2003, before me, a Notary Public, personally appeared Jeffrey G. Saperstein who acknowledged himself to be the Vice President of **LASALLE BUSINESS CREDIT, LLC**, and that he as such Vice President being duly authorized to do so, executed the foregoing Copyright Security Agreement for the purposes therein contained by signing his name as such Vice President on behalf of the Company.

  
Notary Public  
My Commission Expires:

NOTARY PUBLIC  
WILLIAM J. TAYLOR, JR., Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires October 12, 2005

**SCHEDULE A****U.S. TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Ser. No./ Reg. No.</b>	<b>Filing Date/ Reg. Date</b>	<b>Owner</b>
NUCHROME	2027815	December 31, 1996	SL Surface Technologies, Inc.
SL-MTI	2155211	May 5, 1998	SL Montevideo Technology, Inc.
TEAL	1717634	September 22, 1992	Teal Electronics Corporation
VIRTUAL HALL	2025166	December 24, 1996	SL Montevideo Technology, Inc.
MTI and Design	1284084	July 3, 1984	SL Montevideo Technology, Inc.
Clipstrip	1258430	November 22, 1983	SL Waber, Inc.
DESIGN	1199376	June 29, 1982	RFL Electronics, Inc.
RFL and Design	777274	September 22, 1964	RFL Electronics, Inc.
Powerhouse	2576944	June 11, 2002	SL Waber Subsidiary, SL Industries, Inc.
Upstart Network	2142399	March 10, 1998	SL Waber Subsidiary, SL Industries, Inc.
Power Sleep	2042540	March 4, 1997	SL Waber Subsidiary, SL Industries, Inc.
Rhinopower	2109795	October 28, 1997	SL Waber Subsidiary, SL Industries, Inc.
Upstart	2037916	February 11, 1997	SL Waber Subsidiary, SL Industries, Inc.
Electronic Bookmark	2062110	May 13, 1997	SL Waber Subsidiary, SL Industries, Inc.
Linebacker	1551715	August 15, 1989	SL Waber Subsidiary, SL Industries, Inc.
Cordgard	1465305	November 17, 1987	SL Industries, Inc.
Power Master	1328102	April 2, 1985	SL Industries, Inc.
Linegard	1318977	February 12, 1985	SL Industries, Inc.

## TRADEMARK APPLICATIONS

Trademark Application  
Description

U.S. Application No.

Date Applied

NONE

## FOREIGN TRADEMARK REGISTRATIONS

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Country</b>	<b>Owner</b>
RFL (In Circle)	No. 8881915	July 14, 1986	Great Britain	RFL Electronics, Inc.
RFL (In Circle)	No. 79262	February 27, 1963	Italy	RFL Electronics, Inc.
RFL (In Circle)	No. 196604	November 14, 1983	Switzerland	RFL Electronics, Inc.
RFL (In Circle)	No. 98551	February 26, 1973	Belgium	RFL Electronics, Inc.